

# **EXHIBIT D**



135 Dore Street Unit A, San Francisco, CA 94103  
Short Fiction Audiobook Licensing Agreement

This Agreement is made between Plympton, Inc., a Delaware Corporation, having its principal place of business at 135 Dore Street Unit A, San Francisco, CA 94103, ("Plympton") and Sonya Larson (the "Author"), respecting the short stories identified in Exhibit A (collectively, the "Work"). The parties hereby agree as follows:

## 1. GRANT OF RIGHTS

Subject to the restrictions and conditions elsewhere in this Agreement, Author hereby grants Plympton the following rights:

### 1.1. Audiobook Rights

The exclusive, sublicensable, worldwide right to produce, manufacture, sell, display, distribute and transmit a reading of the Work in audio form (as an "Audiobook").

### 1.2. Associated Electronic Publishing Rights

The nonexclusive, sublicensable, worldwide right to republish the Work in electronic or ebook form, including, as reasonably necessary, the right to produce, manufacture, sell, display, distribute and transmit the Work, as an accompaniment to the Audiobook version of the Work.

## 2. LICENSE RESTRICTIONS

### 2.1. Commercial Audiobook Licensing and Related Commercial Publishing Through Audible.com

Plympton's only use of the licensed rights shall be to make commercially reasonable efforts to sublicense the Audiobook Rights and Associated Electronic Publishing Rights to Audible.com, subject to the royalty provisions of Section 5. Any exclusive sublicense of the Audiobook Rights Plympton grants shall be terminable after a term of no more than ten years.

### 2.2. Text Alterations.

Plympton and its licensees will make no alterations to the Work's text or title without the Author's written approval. Plympton reserves the right to make minor copyediting changes to conform the style of the text to its customary form and usage. Plympton assumes responsibility and costs for copyediting.

### 2.3. Audiobook Alterations

The Work may be adapted and edited in order to make it suitable for the Audiobook format. Such alterations include: adding an intro and outro; dividing the Works into parts, chapters or other appropriate sub-divisions; and excluding from production any portions of the Works that are not suitable for audio, such as prologues, epilogues, appendices, footnotes, endnotes, and visual elements.

### 2.4. Copyright Notice and Attribution

Plympton shall include, and shall have its licensees include, copyright notices and other credits provided by Author in all copies of the Work.

## 3. AUTHOR'S UNDERTAKINGS

### 3.1. Delivery

Author shall deliver the Work no later than 30 days from the execution of this Agreement.

### **3.2. Name, Likeness, and Biographical Information**

At Plympton's request, Author shall provide biographical information about Author. Author hereby permits Plympton to grant Audible.com the right to use such information, along with Author's name and likeness, to market the Work, the Audiobook, and the Audible.com service.

## **4. PLYMPTON'S UNDERTAKINGS**

### **4.1. Covers**

Plympton shall, at its own expense, create or have made original artwork to serve as covers for the Work. Upon request, Author shall have the opportunity to review and comment on any such cover before publication.

### **4.2. Summaries**

Plympton shall create or have made short summaries of the Work for promotional and informational purposes. Author may, at Author's election, provide such summaries for Plympton's use.

## **5. COMPENSATION AND ROYALTIES**

As consideration for the grant of rights in Section 1, Plympton agrees to pay the royalties specified in Exhibit B.

## **6. REPORTS AND PAYMENTS**

If there is revenue to report, Plympton will report licensing and sales revenue quarterly. Payments will be made quarterly, providing that either (a) Author's outstanding royalties exceed \$125.00, or (b) author has filed with Plympton a written request for payment of all outstanding royalties with at least 30 days notice.

## **7. TERM AND TERMINATION**

This agreement shall last an initial term of one year, at which point it shall automatically renew for successive one-year terms. After the initial term, either party shall have the right to

terminate this agreement upon sixty days notice.

Upon termination of this Agreement, Plympton shall make all outstanding royalty payments to Author, cease publishing or licensing the Work, and use commercially reasonable efforts to delete, destroy, or otherwise render inaccessible all copies of the Work in Plympton's possession, except for any copies required to be maintained by law or file and reference copies that are maintained in accordance with Plympton's ordinary business practices. Notwithstanding the foregoing, Plympton's licensees shall have the right to make use of the Work for the full term of their respective licenses. All provisions of this Agreement relating to payment and indemnification rights shall survive termination.

## **8. WARRANTIES AND REPRESENTATIONS**

Author represents, warrants, and covenants:

- a. that he or she is the author of the Work;
- b. that he or she is the owner of all the rights granted to Plympton hereunder and has full power to enter into this Agreement and to make the grants herein contained;
- c. that the Work is not libelous or obscene or otherwise contrary to law; and
- d. that it does not infringe upon any copyright or upon any other proprietary or personal right of any third parties.

## **9. INDEMNIFICATION**

Author shall indemnify Plympton against any loss, injury, or damage finally sustained (including any legal costs or expenses and any compensation costs and disbursements paid by Plympton) occasioned to Plympton in connection with or in consequence of any breach of the warranties of Section 8 for which Plympton is not able to recover under its insurance policies.

## 10. GENERAL

### 10.1. Integration and Modification

This Agreement comprises the entire understanding of the parties, and supersedes and merges all prior and contemporaneous agreements, understandings and discussions between the parties relating to the subject matter of this Agreement. No modification or amendment of this Agreement will be effective unless in writing.

### 10.2. Severability

In the event that any law prohibits any provision of this Agreement, such provision shall be ineffective to the extent of such prohibition without invalidating any of the remaining provisions of the Agreement.

### 10.3. Governing Law

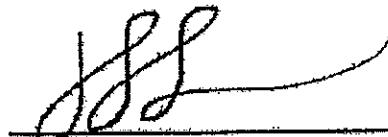
This agreement shall be interpreted under the laws of the State of California. All disputes

arising out of or relating to this Agreement may only be brought in the state or federal courts located in San Francisco, California, and the parties hereby submit to the personal and exclusive jurisdiction and venue of these courts.

Agreed and accepted by:

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Sonya Larson



02 / 16 / 2016

Jennifer S. Lee on behalf of Plympton, Inc.

## Short Fiction Licensing Agreement

### Exhibit A — The Work

For the purposes of the Agreement, the "Work" shall mean, collectively, the short stories specified below, including any artwork, graphics, or images included in such stories.

Story Title	Original Publication	Original Publication Date
It's Better to be Lucky than Good	West Branch	2014
Gabe Dove		
The Kindest		

### Exhibit B — Compensation and Royalties

Plympton shall pay Author:

- An initial payment of \$125 per story; and
- 50% of the gross royalties revenues received from the licensing of the Work to Audible.com.